

**REVISED**

**INSTRUCTIONS:** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

**Privacy Act Statement.** Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
Robinson, Lake, Lerer & Montgomery/ The Sawyer Miller Group	ProChile

29/1/09

Check Appropriate Boxes:

1. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
2. ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

1. Help promote through strategic communications support Chile's interest in commerce with the United States.
2. Explain to the news media, interest groups and government officials, through oral and written communications, the nature of U.S.-Chilean Commerce.
3. Monitor the news media.

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DEPT. OF JUSTICE  
CRIMINAL DIVISION  
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INTERNAL SECURITY  
SECTION  
REGISTRATION UNIT

**REVISED**

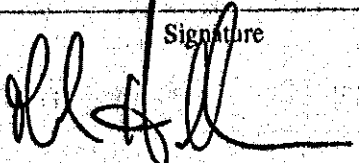
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Same as No. 4

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?<sup>1</sup>  
Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Various federal agencies could possibly take action on matters related to Chile's interests in commerce and trade relations. Consequently, our activities would explain Chile's attitude toward any such activities and further explain the possible impact any such government decisions might have on U.S.-Chilean Commerce.

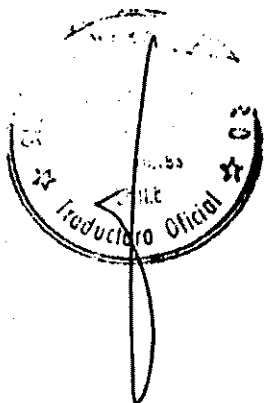
Date of Exhibit B 10/8/93	Name and Title Mark Helmke President	Signature 
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<sup>1</sup>Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

REPUBLICA DE CHILE  
MINISTERIO DE RELACIONES EXTERIORES

D I R A S A D

TRADUCCIONES



AUTHENTIC TRANSLATION

I-576/93

CONTRACT

In the city of New York, United States of America, on the 31 day of the month of AUGUST, 1993, between the DIRECCIÓN GENERAL DE RELACIONES ECONÓMICAS INTERNACIONALES of the Ministry of Foreign Affairs of the Republic of Chile, a public agency domiciled in Santiago, Chile, Avenida Libertador Bernardo O'Higgins, No. 1315, 2nd floor, and for these purposes, at One World Trade Center, Suite 5151, New York, N. Y. 10048, State of New York, United States of America, Taxpayer Identification Number (RUT) No. 70.020.190-2, hereinafter referred to as "DIRECON", represented, as shall be evidenced, by its duly authorized Chief of the Commercial Office in New York, Mr. JUAN FERNANDO SORO KORN, Chilean, married, business administrator, having the same domicile as his principal, Identity Card Number 6.273.259-8 and passport number D/1812/90, on the one hand; and on the other, ROBINSON, LAKE, LERER & MONTGOMERY / THE SAWYER & MILLER GROUP, a United States business Corporation and advertising company domiciled in the United States of America at 1667 K Street Northwest, Suite 900, Washington D.C. and in transit here, hereinafter referred to as "AGENCY RLLM/SMG", represented, as shall be evidenced, by its President, Mr. MARK HELMKE,



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American, married, journalist social security No. 311-52-7174, having the same domicile as his principal, have agreed as follows:

FIRST: "DIRECON" and the participating Private Sector are interested in strengthening the presence of Chile and its trade in the United States of America with the objective of improving the competitiveness of Chilean exports. Therefore, it has been decided to implement a public relations campaign about Chile, further to the advertising of its products and services, for a period of 12 months, and for a maximum cost of US\$ 500,000 (five hundred thousand United States Dollars), designed for increasing amongst opinion, labor and political leaders of the said country, the relative strength of Chile in its bilateral negotiations.

SECOND: "DIRECON" retains the "AGENCY RLLM/SMG", and "AGENCY RLLM/SMG" agrees, to design, organize, develop and supervise the General Public Relations campaign about Chile, in the United States of America, in accordance with the price, terms, time limit, and other conditions specified herein.

THIRD: For the services rendered, "DIRECON" shall pay the "AGENCY RLLM/SMG" a sum not exceeding

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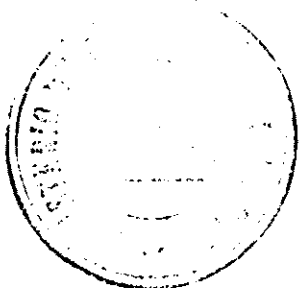
US\$ 500,000 (five hundred thousand United States dollars), which will include all the services to be contracted to perform this contract.

All payments made out of the said amount will be subject to the terms, conditions and other modalities established in the following clauses.

FOURTH: The parties agree that the total amount of US\$ 500,000 (five hundred thousand United States dollars) shall be paid in three successive monthly installments, the first two in the amount of US\$ 166,666 (one hundred and sixty-six thousand six hundred and sixty-six United States dollars) and the third one in the amount of US\$ 166,668 (one hundred and sixty-six thousand six hundred and sixty-eight United States dollars). The payments shall be made on the 30th day of each month, beginning either in the month of October or, if this contract has not been approved administratively in Chile by September 30, the last working day of the month following the effective date. At any rate, the total contract price of US\$ 500,000.- shall be fully paid by December 30, 1993.

Without prejudice to the foregoing, the price

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will be subject also to the following modalities and conditions:

"DIRECON" shall make the payments by depositing the corresponding amounts on the specified dates in a special bank account named "Escrow Account", which for the purposes of this contract shall be opened in a New York bank. Withdrawals from the account by the "AGENCY RLLM/SMG" will require the signature of Mr. Mark Helmke or that of his designee, and the signature of Mr. Juan Fernando Soro Korn or that of whomever DIRECON designates in his stead. The latter shall authorize the withdrawal of funds according to the progress of the campaign and the approval of the services hired, pursuant to the provisions of clause SEVENTH.

Finally, the parties agree that, if at the end of this contract there are any funds remaining in the said escrow account, "DIRECON" shall be authorized to withdraw the whole of the funds deposited in it, which power shall be expressly included in the escrow account agreement.

FIFTH: Both parties agree that the design of the campaign must include the following activities,

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the contents of which shall be as follows:

- (1) Development of communications strategies and media relations at both national and local levels aimed at supporting a promotion and advertising campaign on the general image of Chile.
- (2) Production of material to be released to press and other relevant audiences for developing a coalition favorable to Chile.
- (3) Preparation of a communications strategy and drafting of written material such as panel discussions, speeches, press releases for Chilean authorities visiting the United States of America.
- (4) Communicational support for other Chilean initiatives in public relations.

SIXTH:

DIRECON will be able to modify the scheduled and agreed upon activities of the campaign, their contents, frequency, extent and intensity and other components as well as the previously determined share of each component in the total expenses, provided the cost be within the total

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contract price agreed upon.

SEVENTH: "DIRECON" will pay the services rendered upon submission of detailed payment reports and statements by "AGENCY RLLM/SMG", duly evidenced by original invoices or receipts countersigned by the Chief of the Commercial Office in New York acting as Controller for the campaign, who within 30 days following receipt must receive approval for payment from the Director of Export Promotion who is responsible for the "Imagen País" Project, and who will act when:

- a) The work conducted corresponds to the design and execution of scheduled campaign stages previously approved by "DIRECON".
- b) The services rendered are in accordance with the quality, intensity, extension, and frequency of the general and specific program presented by "AGENCY RLLM/SMG" and approved by "DIRECON".
- c) The hire of the promotion, advertising and publicity media and their rates correspond to those previously selected and agreed upon.



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If these conditions are not complied with, the amount to be paid by "DIRECON" may be less than what has been stipulated in the THIRD clause herein, covering only what has been agreed to and actually performed.

The required reports must be submitted by "AGENCY RLLM/SMG" on the 30th of each month. These reports will consist, on the one hand, of a detailed and comprehensive description of the activities carried out, and agency hours and expenses incurred; and on the other, a listing of activities carried out with no financial data included, both of which should be given in the United States of America to the Chief of the DIRECON office in New York, and to the Coordinator of the Program of DIRECON in Santiago, with two copies for each.

EIGHTH: All ideas, slogans, plans, publicity material or any other material delivered, created or developed by "AGENCY RLLM/SMG" for "DIRECON" hereunder and that the latter adopts for its own use will be the exclusive property of "DIRECON"

NINTH: All information released, made available to or acquired by "AGENCY RLLM/SMG" relating to

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DIRECON, its services, policies, marketing and publicity elements, shall be held confidential, and may not be released without prior written consent of "DIRECON".

TENTH: "AGENCY RLLM/SMG" hereby undertakes to inform "DIRECON" of any possible conflicts of interest with their old and/or new clients and agrees to settle them in a manner satisfactory to both parties. In any case, DIRECON reserves its right to veto the acceptance of advertising or public relations campaigns by the "AGENCY RLLM/SMG" which, at its discretion, harm its interests, those of the participating private sector entities and the interests of the campaign itself, during the term of this contract and for a period of twelve months thereafter.

ELEVENTH: DIRECON shall indemnify and hold "AGENCY RLLM/SMG" harmless from and against any and all losses, damages, claims, suits and reasonable attorneys fees or other expenses derived from the publication of any information or description of the country of Chile, the Chilean people, or Chilean companies contained in advertising, direct marketing, publicity,

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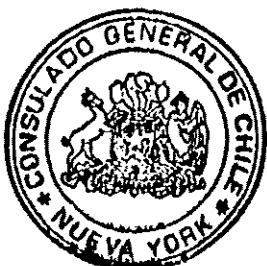
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promotional or other printed material, created, prepared, produced or published by "AGENCY RLLM/SMG" for "DIRECON" which are false, deceptive, improper or inaccurate and which lead to error or misinterpretation and provided such material involved in such losses, damages, claims, suits or expenses has been approved by "DIRECON" for production, publication or promotion. If the production, publication or promotion had not been previously approved in writing by DIRECON, DIRECON shall not be held liable in any way whatsoever.

Likewise, "AGENCY RLLM/SMG" shall indemnify and hold "DIRECON" harmless from and against any and all losses, damages, claims, suits and reasonable attorneys fees and other expenses which derive from the total or partial failure to comply with the obligations under clauses EIGHTH, NINTH, TENTH and FOURTEENTH.

TWELFTH: This contract shall be effective for twelve months beginning in the month following the one in which the Office of the Comptroller General of the Republic takes cognizance of the resolution approving it.



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Nevertheless, either party may terminate the present agreement, without cause, giving a 90-day prior written notice.

In the event that the parties terminate the present agreement, "AGENCY RLLM/SMG" shall be entitled to receive all the payments due or payable within the time limit of the termination, and must also complete all activities pending and agreed upon before the notice of termination. In this latter event, such activities must be completed to DIRECON's satisfaction within the 90 day time limit.

THIRTEENTH: It is agreed that any change, clarification or addition to this contract shall be made by exchange of addenda signed by both parties and must be approved by Resolution subject to cognizance taking by the Office of the Comptroller General of the Republic of Chile.

FOURTEENTH: "AGENCY RLLM/SMG" hereby undertakes to deliver to "DIRECON" all documentation corresponding to the campaign such as original art, photomechanicals, listings of clients, information and any other documentation that may be property of "DIRECON".

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The delivery of these documents shall be made upon receipt of payments corresponding to the activities which have been scheduled and executed as well as at the end of the campaign.

FIFTEENTH: For all legal purposes, this agreement shall be governed by the laws of the State of New York, United States of America.

SIXTEENTH: The present agreement is signed in four copies of the same tenor, validity and date: two in English and two in Spanish. One of each will remain in possession of the AGENCY RLLM/SMG" and the rest in the possession of "DIRECON", duly legalized before the Consulate General of Chile in New York.

The legal capacity of Mr. Juan Fernando Soro Korn to represent Dirección General de Relaciones Económicas Internacionales of the Ministry of Foreign Affairs of the Republic of Chile appears from article 18, letter (g) of DFL No. 53 of 1979 and from Supreme Decree of the Ministry of Foreign Affairs N. 1,337 of November 16, 1992 and the legal capacity of Mr. Mark Helmke to represent Robinson, Lake, Lerer & Montgomery / The Sawyer & Miller Group appears from the \_\_\_\_\_ granted on \_\_\_\_\_, 19 \_\_\_\_.

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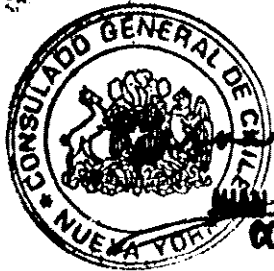
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REPUBLICA DE CHILE  
MINISTERIO DE RELACIONES EXTERIORES

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PIDADO ANTE MI



JUAN LARRAIN-GONZALEZ  
CONSUL GENERAL

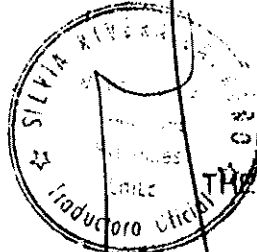
JUAN FERNANDO SORO KORN  
Chief of the Commercial Office  
in New York  
Dirección General de Relaciones  
Económicas Internacionales

MARK HELMKE

Robinson, Lake, Lerer & Montgomery/The  
Sawyer & Miller Group

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IN WITNESS WHEREOF, I have hereunto set my hand and seal  
in SANTIAGO, CHILE, on this 1st day of September, 1993.



THE OFFICIAL TRANSLATOR.

005350

No de Orden \_\_\_\_\_  
No de Arancel 6/P  
Derechos US \$ 7.  
NUEVA YORK SEP 13 1993

